

A. G. Contract No. KR94-0165-TRN  
JPA No: JPA 94-01  
Project: RAM-600-3-518  
Tracs: 143 MA 002 H 2044 04 C  
Section: Hohokam, Red Mt. T.I.

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PHOENIX

67664

THIS AGREEMENT is entered into 12 April, 1994  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF PHOENIX, acting by and through its CITY COUNCIL, (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 and City Charter Chapter 2, Section 2 to enter  
into this agreement and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the  
City to landscape areas within the right of way on State Route  
143 and State Route 202L at the following location:

Within the right of way on SR 202L, from median  
centerline station 1108+42 to median centerline  
station 1139+00, a net distance of 0.58 miles and  
within the right of way on SR 143 from median  
centerline station 148+00 to median centerline  
station 214+00, a net distance of 1.27 miles.

NO. 18485  
FILED WITH SECRETARY OF STATE  
Date Filed 04/12/94  
Richard Mahoney  
Secretary of State  
By Vicky Greenwood

RECEIVED

MAR 28 1994

ARIZONA DEPARTMENT OF TRANSPORTATION  
ROADSIDE DEVELOPMENT

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds.

3. The City shall waive water development fees and furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at the City's expense.

5. The State hereby agrees to maintain the landscaping and irrigation system generally within the areas of right of way under access control, furnishing all labor, materials (excluding water) electrical power to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit, attached hereto and made a part hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include, but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

6. The City hereby agrees to maintain the landscaping and irrigation system generally within the right of way areas of crossroads and furnish all labor, materials, water and electrical power necessary to maintain the same. The areas outlining maintenance responsibilities are shown in the Landscape Maintenance Exhibit, attached hereto and made a part

hereof. Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas from of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Any changers, additions or deletions to the landscaping must have written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

### III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


City of Phoenix  
Street Transportation Director  
200 West Washington Street  
Phoenix, AZ 85003-1611

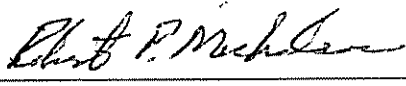
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF PHOENIX**, a Municipal  
Corporation, Frank Fairbanks,  
City Manager

**STATE OF ARIZONA**  
Department of Transportation

By   
JAMES H. MATTESON, P.E.  
Director, Street Transportation

By   
ROBERT P. MICKELSON  
Chief Deputy State Engineer

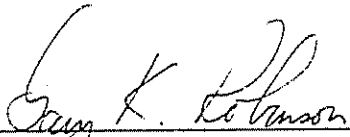
ATTEST

By   
VICKY MIEL  
City Clerk

RESOLUTION

BE IT RESOLVED on this 31st day of January 1994, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix, for the purpose of defining responsibilities to landscape areas within the right of way on State Route 143 and State Route 202L.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

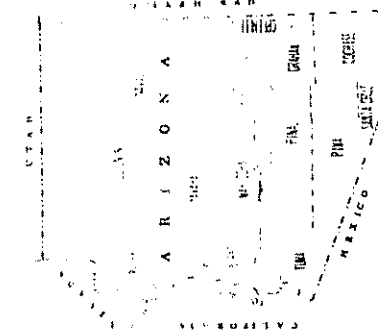
  
FOR: LARRY S. BONINE, Director  
Arizona Department of  
Transportation

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 17th day February, 1994.

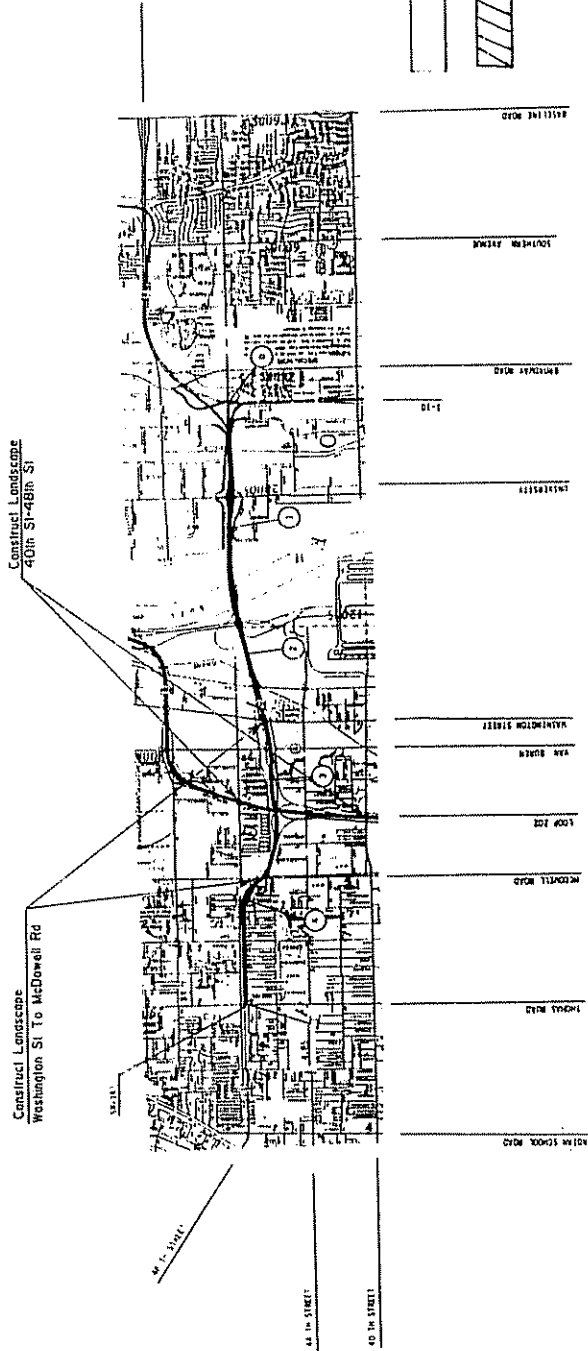
Michael S. Hume  
ACTING  
City Attorney



STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

PLAN AND PROFILE OF PROPOSED

STATE HIGHWAY  
RED MOUNTAIN/HOHOKAM TI (SR143)  
RAM 600-3-518  
143 MA 002



LANDSCAPE MAINTENANCE EXHIBIT  
40TH ST-48TH ST TO McDOWELL-WASHINGTON ST.

ARIZONA DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
PHOENIX DISTRICT OFFICE  
STATE TOLSON

APPROVED: *[Signature]*  
DATE: 10/1/73  
ASSISTANT ENGINEER



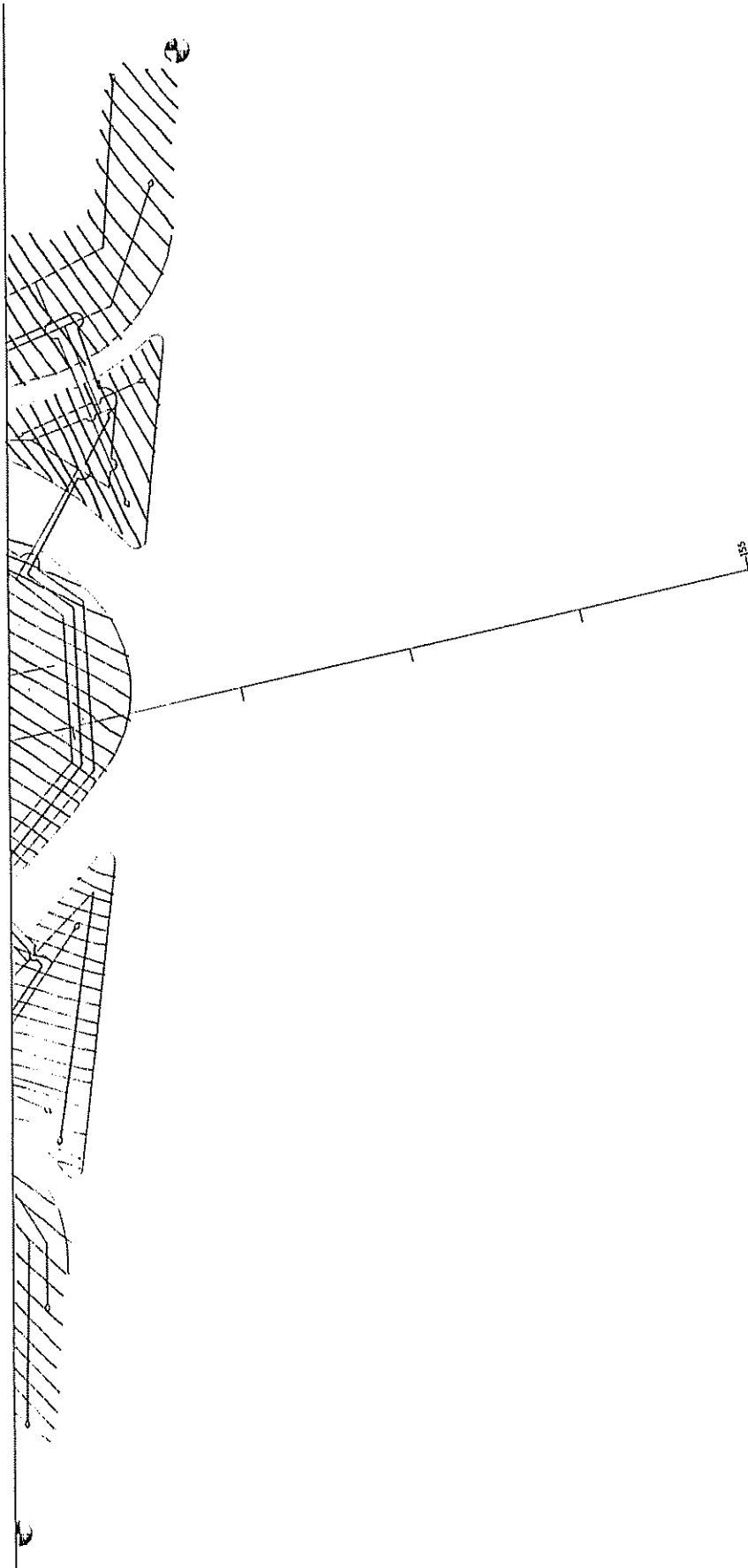


\*\*\*\*\*  
DECLASSIFICATION  
\*\*\*\*\*



ARIZONA STATE PROJECT NO. 150-63.00  
 ROAD NAME 600-3-SIE  
 143 MA 002

MATCHLINE STA. 150+63.00



ARIZONA DEPARTMENT OF TRANSPORTATION	
ROADWAYS DIVISION	
ROADSIDE DEVELOPMENT SERVICES	
LANDSCAPE IRRIG. PLAN	
PROJECT NO.	RAM 600-3-SIE
DATE	143
RED MOUNTAIN / HOHOKAM T.I.	
SHEET NO. 23	
OF	

REDUCED SIZE  
 DO NOT SCALE

VIEW NAME

\*\*\*\*\*SPECIFICATIONS\*\*\*\*\*  
 \*\*\*\*\*SYTIME\*\*\*\*\*

DATE	143
BY	143
CHECKED	143
APPROVED	143



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-0165-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 4th day of April, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8365G

25 Jul 94

Resubmitted to Dan Matthews

# Arizona Department of Transportation



PROJECT NO.	DATE	BY	REV.
RAM-600-3-510	10/1/03	RAM-600-3-510	6
143 MA 002			

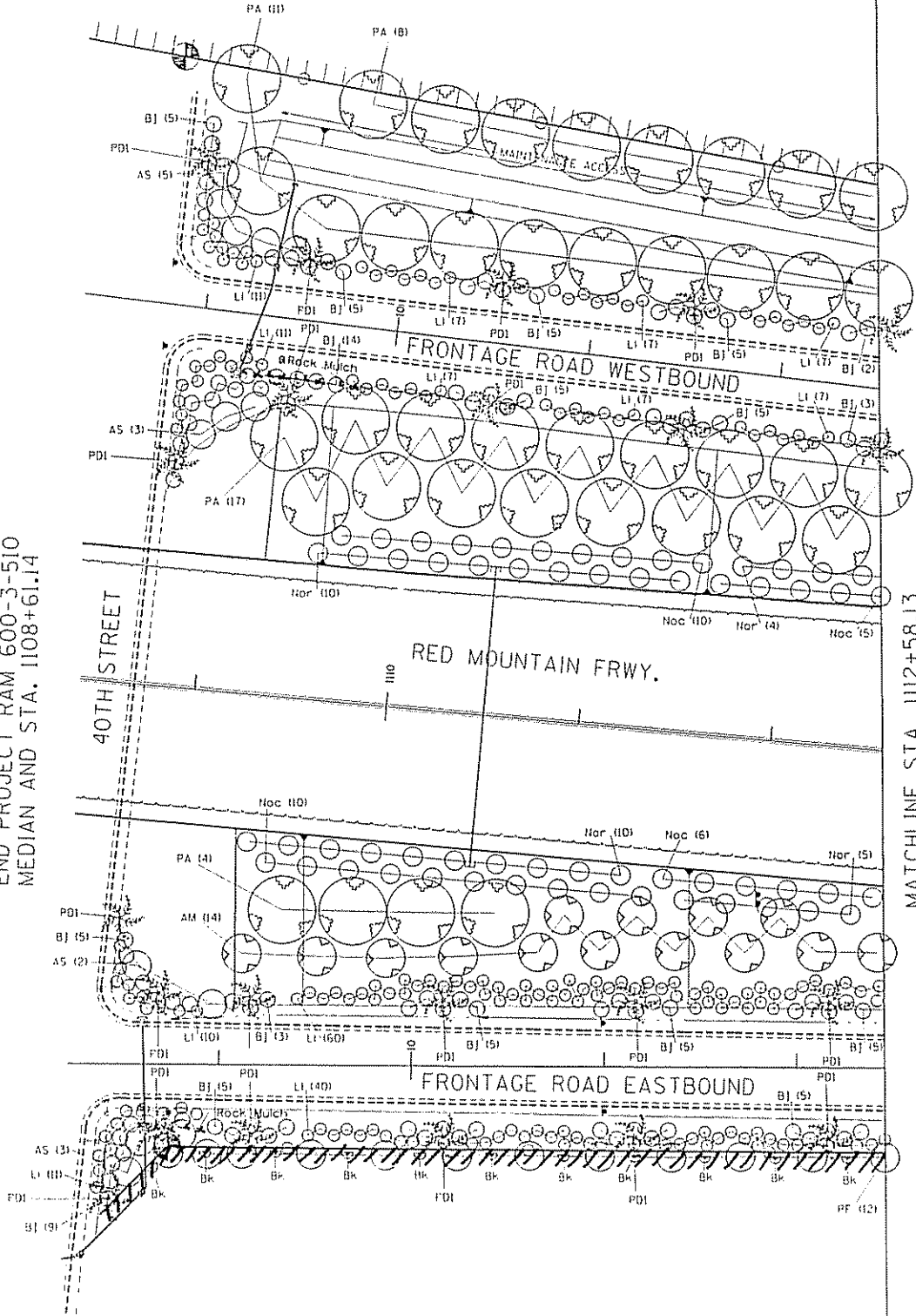
NOTE: PLACE GRANITE MULCH OVER ENTIRE SLOPE AREAS.

NOTE: PLACE ROCK MULCH IN CATCH BASIN TO BE APPROVED BY LANDSCAPE ARCHITECT/ENGINEER.

ITEM	QUANTITY
ROCK MULCH 12.31 CU.YD.	
GRANITE MULCH 122,483.59 SQ.YD.	



BEGINNING OF PROJECT RAM 600-3-510  
END PROJECT RAM 600-3-510  
MEDIAN AND STA. 1108+61.14



MATCHLINE STA. 1112+58.13

DESIGN	JOSEPH R. SALAZAR	DATE	10/1/03
CHECK	JOSEPH R. SALAZAR	DATE	10/1/03
PROJECT NO.	RAM-600-3-510	PROJECT NAME	RED MOUNTAIN / HONOLULU
DATE	10/1/03	BY	RAM-600-3-510

REDUCED SIZE  
DO NOT SCALE

TRAFFIC NO. H 2034 0-4C

VIEW NAME

\*\*\*\*\*SHEET 10 OF 10\*\*\*\*\*

DATE	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	RAM-600-3-518	7	63	

143 MA 002

NOTE: PLACE GRANITE MULCH OVER ENTIRE INSLOPE AREA.

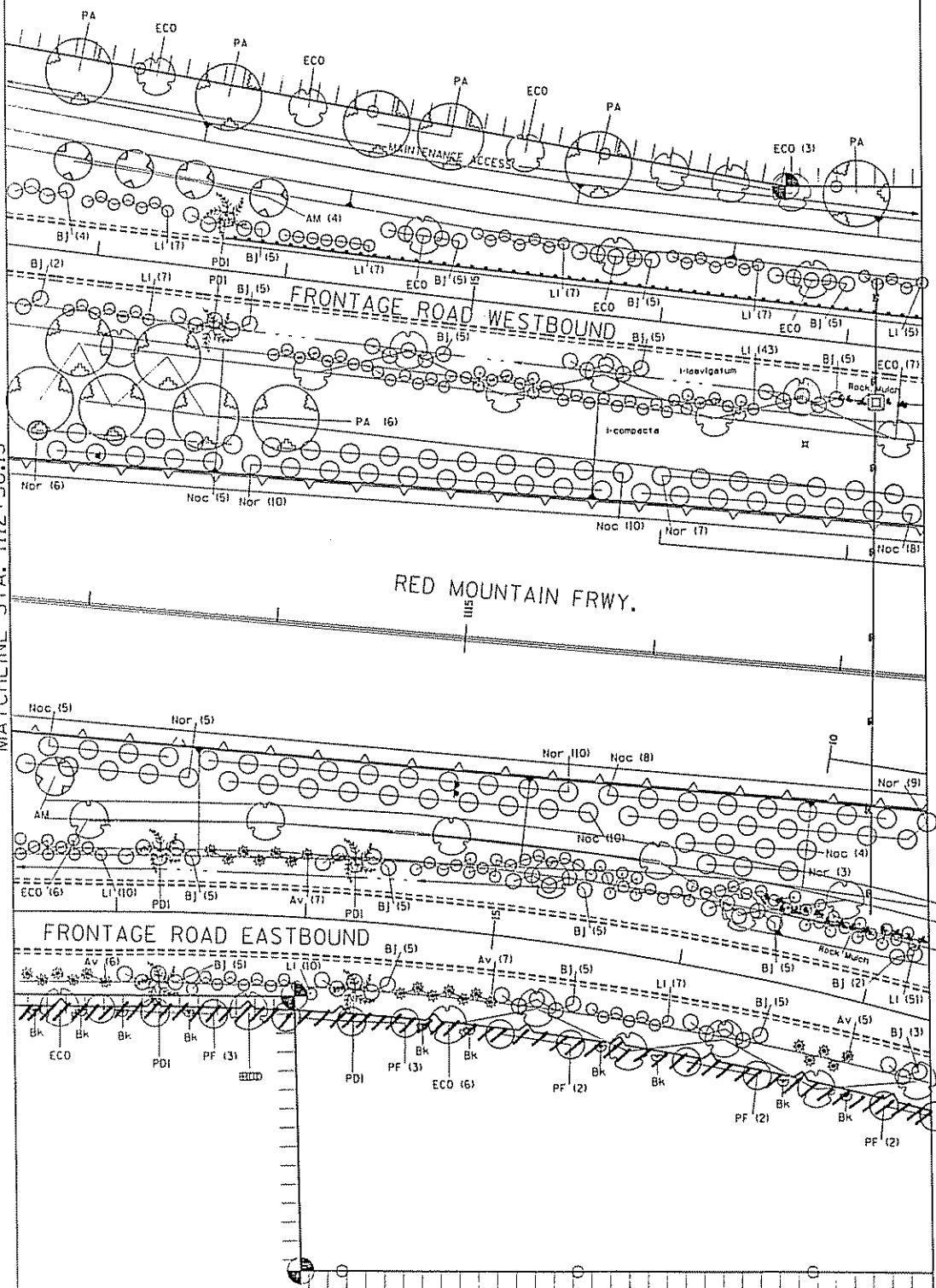
NOTE: PLACE ROCK MULCH ALONG DRAINAGE CHANNEL TO CATCH BASIN 4'-6" WIDE AS APPROVED BY LANDSCAPE ARCHITECT OR ENGINEER.

ITEM	QUANTITY
ROCK MULCH	10.17 CU.YD.
GRANITE MULCH	14,685.22 SQ.YD.



MATCHLINE STA. 1112+58.13

MATCHLINE STA. 1117+45.05



STATE	ARIZONA	DEPARTMENT OF TRANSPORTATION	PROJECT NO.	RAM-600-3-518	SHEET	67
DIST.	COCHISE	ROADSIDE DEVELOPMENT SERVICES	DESIGNER	LANDSCAPE ARCHITECTURAL DESIGN		
CITY	TUCSON		PROJECT LOCATION	RED MOUNTAIN / HOHOKAM		

REDUCED SIZE  
DO NOT SCALE

TRACS NO. H 2044 04C

VIEW NAME

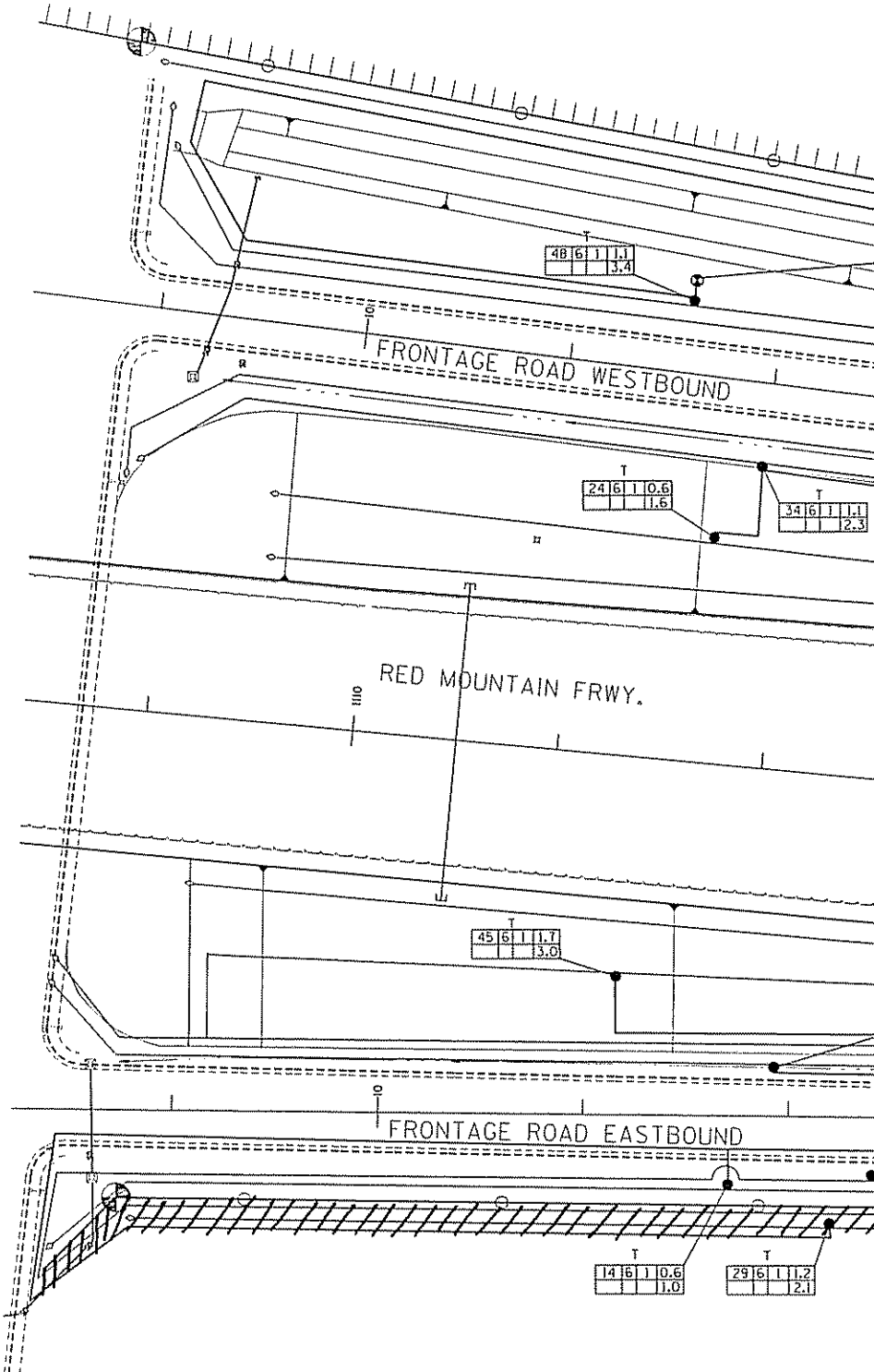




PLAN	SHEET	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9		RAM-600-3-SIB	39	63	

143 MA 002

BEGINNING OF PROJECT RAM 600-3-510  
END PROJECT RAM 600-3-510  
MEDIAN AND STA. 1108+61.14

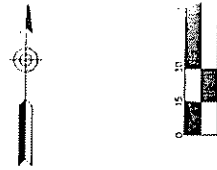


ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION ROADSIDE DEVELOPMENT SERVICES		LANDSCAPE IRRIG. PLAN	
DATE 12/23	BY [Signature]	PROJECT NO. RAM-600-3-518	LOCATION RED MOUNTAIN / HOHOKAM T1
SHEET 1 OF 2		TRACS NO. H 2044 04C	

REDUCED SIZE  
DO NOT SCALE

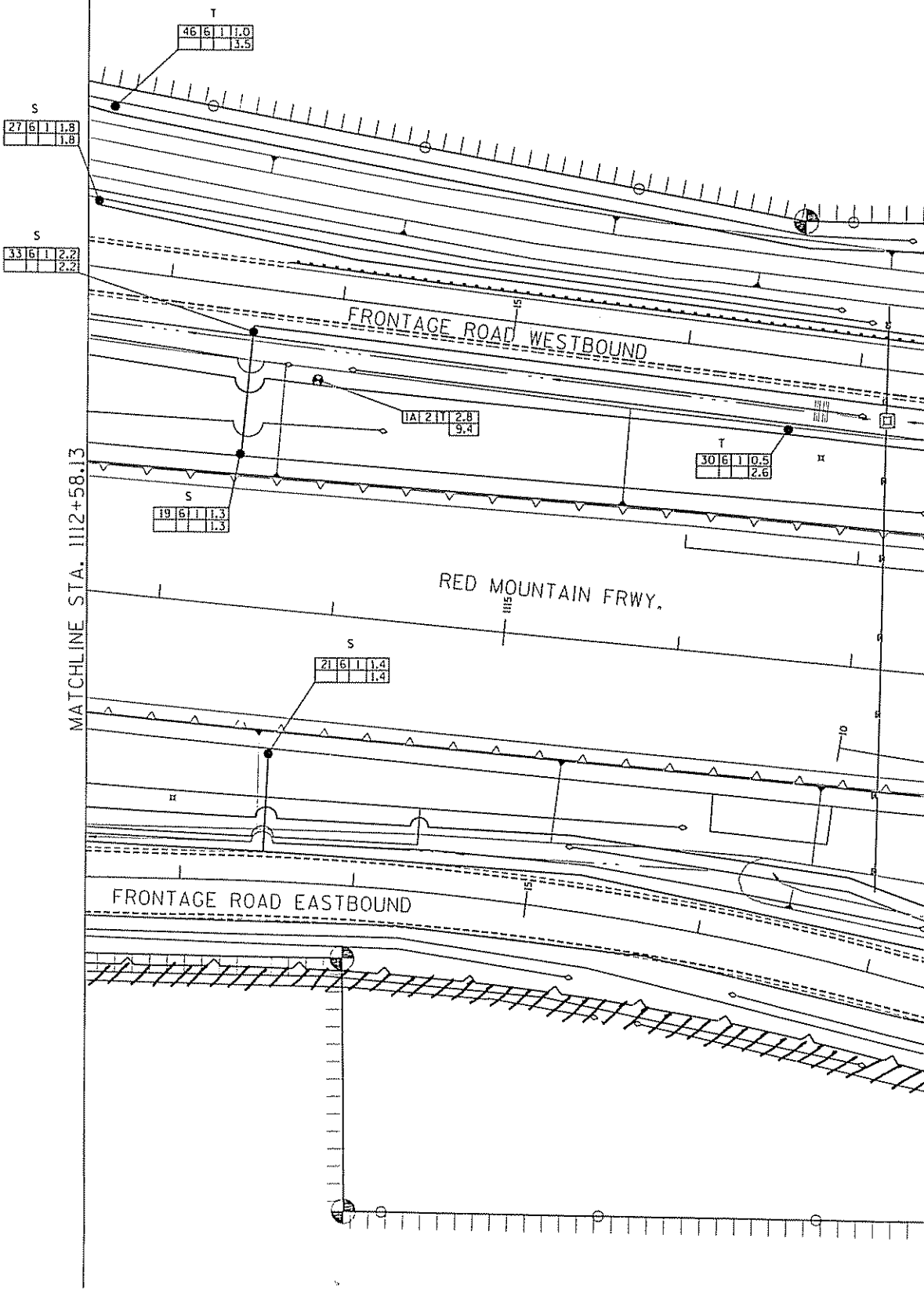
VIEW NAME

PROJECT NO.	STATE	PROJECT NAME
9	ARIZ.	RAM-600-3
		143 MA. 00.



DATE	BY	CHKD.	DATE	BY	CHKD.
12/93	DM	DM	12/93	DM	DM
ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION ROADSIDE DEVELOPMENT SECTION LANDSCAPE IRRIGATION					
PROJECT NO. RAM-600-3-518					
SHEET NO. 143					
SECTION RED MOUNTAIN / HIGHWAY 143					
TRACS NO. H 2044 04C					

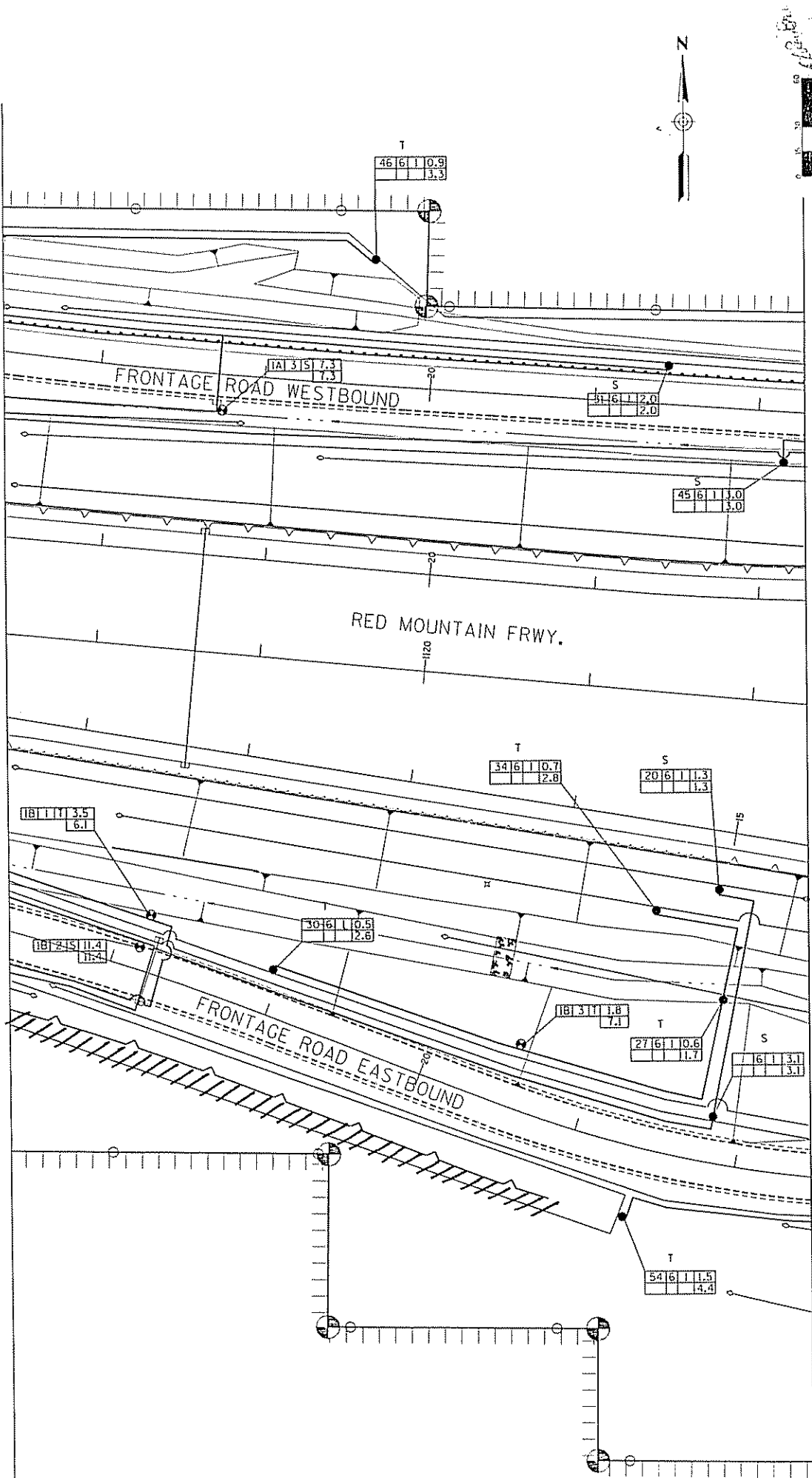
REDUCED SIZE  
DOT NOT SCALE



AREA	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	RAM-600-3-518	41	63	

143 MA 002

MATCHLINE STA. 1117+45.05



MATCHLINE STA. 1120+35.35

DATE	12/23/13	ARIZONA DEPARTMENT OF TRANSPORTATION
BY	DN	HIGHWAYS DIVISION
CHECKED		ROADSIDE DEVELOPMENT SERVICES
PROJECT NO.	RAM-600-3-518	LANDSCAPE IRRIG. PLAN
LOCATION	RED MOUNTAIN / HOHOKAM	
SHEET NO.	41	OF 63

REDUCED SIZE  
DO NOT SCALE